

## SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.078.07 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

|   |   |
|---|---|
| <b>By and Between</b>   | <b>And</b>  |
| <b>MANATRON, INC.</b><br>510 E. Milham Avenue<br>Portage, Michigan 49002<br>("Manatron")  | <b>CARROLL COUNTY, INDIANA</b><br>101 West Main Street<br>Delphi, Indiana 46923<br>("Customer"):                      |
| Attention: <u>Vicky Mergen, Contract Administration</u><br>Telephone No.: <u>(800) 666-5300 x 197</u><br>Fax No.: <u>(269) 567-2930</u><br>E-mail Address: <u>vicky.mergen@manatron.com</u> | Attention: <u>Ms. Doris McLeland</u><br>Telephone No.: <u>765-564-3444</u><br>Fax No.: _____<br>E-mail Address: _____ |

The parties have executed these Schedules as of the dates set forth below their respective signatures.

**MANATRON, INC.**

By: [Signature]  
(Signature)

Its: Director of Contracts  
(Title)

Date: November 23 2004

Witnessed: Matthew Ferris

By: Matthew Heim

**CARROLL COUNTY, INDIANA - ASSESSOR**

By: Horis M. Deland  
(Signature)

Its: Assessor  
(Title)

Date: \_\_\_\_\_

Date. \_\_\_\_\_

By: \_\_\_\_\_

(Signature) \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

(Signature)

(Title)

Date: 11/11/2011

Witnessed: Mark Rome

Date: 11-9-04

## SIGNATURE PAGE

Date: October 26, 2004 M.R.

**THIRD-PARTY SOFTWARE SCHEDULE FOR CARROLL COUNTY, INDIANA**

Schedule No. IN2002.078.07 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.078 between Manatron, Inc. and the undersigned Customer (the "Agreement").

| THIRD-PARTY SOFTWARE             |     |                                  |             |          |
|----------------------------------|-----|----------------------------------|-------------|----------|
| Software Description             | QTY | Unit Price                       | Total Price | Office   |
| Windows 2000 Server              | 1   | \$ 808.00                        | \$ 808.00   | Assessor |
| Windows 2000 Server Media        | 1   | \$ 32.00                         | \$ 32.00    | Assessor |
| Windows 2003 Server CAL's        | 5   | \$ 33.00                         | \$ 165.00   | Assessor |
| Backup Exec V9.0 Server Edition  | 1   | \$ 611.00                        | \$ 611.00   | Assessor |
| PCAnywhere V10.5 (host & remote) | 1   | \$ 208.00                        | \$ 208.00   | Assessor |
| PCAnywhere V11.0 (host only)     | 1   | \$ 115.00                        | \$ 115.00   | Assessor |
| SQL Server 2000 Standard         | 1   | \$ 771.00                        | \$ 771.00   | Assessor |
| SQL Server 2000 Media            | 1   | \$ 33.00                         | \$ 33.00    | Assessor |
| SQL Server 2000 Standard CAL's   | 5   | \$ 169.00                        | \$ 845.00   | Assessor |
| Crystal Reports (Runtime)        | 5   | Included in Application Software |             | Assessor |
| Total Third-Party Software Fees: |     |                                  | \$          | 3,588.00 |

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

**TERM OF THIRD-PARTY SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: October 26, 2004 M.R.

**SOFTWARE SCHEDULE FOR CARROLL COUNTY, INDIANA**

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| SOFTWARE                                   |              |     |                |                |          |
|--|--------------|-----|----------------|----------------|----------|
| Software Description                       | Model Number | QTY | Unit Price     | Total Price    | Office   |
| Manatron Admin CAMA to ProVal Plus Upgrade | PAPP         | 5   | \$ 5,000.00    | \$ 25,000.00   | Assessor |
| Software Allowance                         |              | 1   | \$ (25,000.00) | \$ (25,000.00) | Assessor |
| Total Software Fees:                       |              |     |                |                | \$ -     |

**SOFTWARE USE RESTRICTIONS:** Five (5) Users of Manatron ProVal Plus

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

**Date:** October 26, 2004 **M.R.**

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR CARROLL COUNTY, INDIANA**

Schedule No. IN2002.078.07 to the Master Agreement for Licensed Software, Hardware and Services.

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| SOFTWARE SUPPORT SERVICES             |                |                            |              |
|---------------------------------------|----------------|----------------------------|--------------|
| Software Product                      | Qty/# of Users | Annual Price               | Office       |
| ProVal Plus Software Support          | 5              | \$ 7,500.00                | Assessor     |
| Windows 2000 Server                   | 1              |                            | Assessor     |
| Windows 2000 Server Media             | 1              |                            | Assessor     |
| Windows 2003 Server CAL's             | 5              |                            | Assessor     |
| Backup Exec V9.0 Server Edition       | 1              | \$ 214.00                  | Assessor     |
| PCAnywhere V10.5 (host & remote)      | 1              | \$ 120.00                  | Assessor     |
| PCAnywhere V11.0 (host only)          | 1              |                            | Assessor     |
| SQL Server 2000 Standard              | 1              | \$ 2,100.00                | Assessor     |
| SQL Server 2000 Media                 | 1              |                            | Assessor     |
| SQL Server 2000 Standard CAL's        | 5              |                            | Assessor     |
| Crystal Reports (Runtime)             | 5              | Included in Application SW | Assessor     |
| Total Software Support Services Fees: |                |                            | \$ 11,734.00 |

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: October 26, 2004 M.R.

**PROFESSIONAL SERVICES SCHEDULE FOR CARROLL COUNTY, INDIANA**

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| PROFESSIONAL SERVICES                    |              |          |              |              |                     |                           |
|--|--------------|----------|--------------|--------------|---------------------|---------------------------|
| GENERAL DESCRIPTION OF SERVICES          | Model Number | Days/QTY | Unit Price   | Total Price  | Office              | Estimated Completion Date |
| Application Software Installation        | INSAPP       | 0.5      | \$ 1,000.00  | \$ 500.00    | Assessor            | TBD                       |
| System Software Installation             | INS3RD       | 1        | \$ 1,000.00  | \$ 1,000.00  | Assessor            | TBD                       |
| Conversion - ACAMA to ProVal Plus        | CONV         | 1        | \$ 10,000.00 | \$ 10,000.00 | Assessor            | TBD                       |
| <b>Total Professional Services Fees:</b> |              |          |              |              | <b>\$ 11,500.00</b> |                           |

**TERM OF PROFESSIONAL SERVICES SCHEDULE:****CABLING/ NETWORKING – Not included in contract**

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

| CONSULTATION/TRAINING SERVICES                    |              |             |                    |          |
|---|--------------|-------------|--------------------|----------|
| DESCRIPTION                                       | Model Number | Total Price | Days/QTY           | Office   |
| ProVal Plus Training                              | TRNG         | 8,000.00    | 8                  | Assessor |
| <b>Total Consultation/Training Services Fees:</b> |              |             | <b>\$ 8,000.00</b> |          |

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

**TERM OF SUPPORT SERVICES SCHEDULE:**

**CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

**ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS:** Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Date: October 26, 2004 M.R.

# SUMMARY SCHEDULE FOR CARROLL COUNTY, INDIANA

Schedule No. IN2002.078.07

| ONE TIME FEES                              |                     |
|--|---------------------|
| DESCRIPTION                                | Total Price         |
| THIRD-PARTY SOFTWARE                       | \$ 3,588.00         |
| SOFTWARE                                   | \$ -                |
| PROFESSIONAL SERVICES (Billed as Used)     | \$ 11,500.00        |
| CONSULTATION/TRAINING SERVICES             | \$ 8,000.00         |
| <b>Total One Time Fees - Plus Freight:</b> | <b>\$ 23,088.00</b> |

**Payment Terms for One Time Fees:** Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

| ONGOING FEES               |                     |
|----------------------------|---------------------|
| DESCRIPTION                | Total Price         |
| SOFTWARE SUPPORT SERVICES  | \$ 11,734.00        |
| <b>Total Ongoing Fees:</b> | <b>\$ 11,734.00</b> |

**Payment Terms: Hardware Maintenance Services** shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

**Payment Terms: Software Support:** Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: October 26, 2004 M.R.